

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

Patsy Widakuswara, *et al.*,

Plaintiffs,

–v.–

KARI LAKE *et al.*,

Defendants.

Case No. 25-cv-1015-RCL

MICHAEL ABRAMOWITZ *et al.*,

Plaintiffs,

–v.–

KARI LAKE *et al.*,

Defendants.

Case No. 25-cv-00887-RCL

**PLAINTIFFS’ JOINT MOTION TO PAUSE REDUCTIONS IN FORCE IN SERVICE OF
ENFORCING PRONG (3) OF THE PRELIMINARY INJUNCTION**

Plaintiffs respectfully request that this Court enforce prong (3) of its preliminary injunction by temporarily enjoining the widescale reduction in force (RIF) that Defendants announced on August 29, effective September 30. Plaintiffs and the Court are in the midst of determining whether Defendants have complied with the active portion of the Court's preliminary injunction. All evidence to date suggests the answer to that question is no. These large-scale RIFs further threaten that effort, and will hamper the Court's ability to enforce its injunction in the future. This Court should therefore preserve the status quo while the parties litigate compliance. Defendants oppose this motion.

BACKGROUND

On April 22, this Court granted Plaintiffs' motions for a preliminary injunction, finding Defendants' "blanket placement of employees on administrative leave, termination of entire bargaining units of employees, [and] termination of PSCs" were likely arbitrary and capricious as they lacked "any analysis whatsoever" and were likely "not in accordance with" statutory and constitutional law. ECF No. 98 at 24-25.

The Court's preliminary injunction is divided into three parts:

- 1) take all necessary steps to return USAGM employees and contractors to their status prior to the March 14, 2025 Executive Order 14238, "Continuing the Reduction of the Federal Bureaucracy," including by restoring all USAGM employees and personal service contractors, who were placed on leave or terminated, to their status prior to March 14, 2025;
- 2) restore the FY 2025 grants with USAGM Networks Radio Free Asia and Middle East Broadcasting Networks such that international USAGM outlets can "provide news which is consistently reliable and authoritative, accurate, objective, and comprehensive," 22 U.S.C. § 6202(a), (b), and , to that end, provide monthly status reports on the first day of each month apprising the Court of the status of the defendants' compliance with this Order, including documentation sufficient to show the disbursement to RFA and MBN of the funds Congress appropriated; and
- 3) restore VOA programming such that USAGM fulfills its statutory mandate that VOA "serve as a consistently reliable and authoritative source of news," 22 U.S.C. § 6202(c).

Dkt. 99 at 1-2.

On May 3, a divided motions panel of the D.C. Circuit stayed parts (1) and (2) of the preliminary injunction. Plaintiffs sought *en banc* review of the motions panel's decision, which the court denied. But Chief Judge Srinivasan issued a separate statement, joined by six members of the court (a clear majority), in which he clarified that the *en banc* denial "should not be understood to accept or treat with the government's assertion" that "the district court lacks any authority . . . to order personnel actions." Doc. 2117869 in Case No. 25-5144, at 3. "[I]nsofar as the issue may arise in further proceedings in the district court," Chief Judge Srinivasan continued, "that court presumably would consider it in the first instance." *Id.*

Defendants never sought a stay of prong (3) of the preliminary injunction. And Defendants never appealed prong (3) of the injunction. It went into effect on April 22, and has been in effect since. On May 31, Plaintiffs filed a motion for an order to show cause regarding Defendants' compliance with prong (3) of the preliminary injunction. Plaintiffs' motion showed that, over a month after the Court's preliminary injunction, Defendants had not meaningfully attempted to comply with the Court's order and, by all accounts, had instead moved forward with their plan to shutter VOA.

After multiple rounds of briefing and oral argument, this Court granted Plaintiffs' motion for an order to show cause, mandating that Defendants answer specific questions regarding their compliance, including by explaining how they have restored VOA programming such that it complies with the International Broadcasting Act; the number of employees on administrative leave as well as those actively working, with a description of the work they are doing; and documents reflecting Defendants' plans to further terminate USAGM staff. ECF No. 62 at 10-11. The Defendants' response "fail[ed] to provide the information ordered . . . let alone explain how

they are in compliance with the Court’s preliminary injunction, even on [Defendants’] preferred interpretation of VOA’s statutory mandate.” ECF No. 72 at 2. The Court therefore granted Plaintiffs’ request to depose three of Defendants’ declarants on an expedited basis “[t]o allow the defendants one final opportunity, short of a contempt trial, to provide such explanation.” *Id.*

Just a few hours after this Court heard argument regarding Defendants’ failure to comply with the Court’s order to show cause, on August 25, Defendants sent Plaintiffs AFGE and AFSCME, labor unions representing agency employees, retention registers, which are a precursor to reductions in force. *See* Notice, ECF No. 138. Three days later, on August 28, the President issued an executive order purporting to strip employees at the U.S. Agency for Global Media, including all of VOA, of their right to be represented in collective bargaining by a union under Chapter 71 of title 5, United States Code. Yeomans Decl. Ex. F. The next morning, Friday August 29, Defendants purported to terminate AFGE and AFSCME’s collective bargaining agreements (CBAs), precluding them from challenging the impending RIFs under their CBAs. Yeomans Decl. Ex. A, B. And that night, Defendants sent reduction in force notices to over 500 USAGM employees—the vast majority of its remaining staff. *See* Notice, ECF No. 141 at 2; *see also* Social Media Post (Aug. 29, 2025), available at <https://x.com/KariLake/status/1961600955343843577>.

The August 29 RIF notices indicate an effective date of September 30—giving employees only 30 days’ notice of their impending termination. Yeomans Decl. Ex. C. The purportedly cancelled CBAs between Defendants and AFGE and AFSCME would have required a minimum of 60 days’ notice. Yeomans Decl. Ex. D, E. Defendants informed this Court of their issuance of the retention registers, Notice, ECF No. 139, but to date, a week later, have not

notified the Court of their decision to terminate over 500 employees on a fast-track timetable, nor of their decision to cancel and violate the plain terms of the operative union contracts.

Meanwhile, the parties have been negotiating deposition dates for Leili Soltani, Frank Wuco, and Defendant Lake. Those depositions, which the Court ordered as a means of determining Defendants' compliance with prong (3) of the preliminary injunction, are set to begin September 9 and conclude on September 18. Because of Mr. Wuco's personal travel abroad, he was not able to sit for an in-person deposition before the 18th.

ARGUMENT

Unilaterally dispensing with over 500 full-time employees on an expedited timeframe, after sidelining the employees' certified collective bargaining agents (who are Plaintiffs in this case), will frustrate Defendants' ability to comply with prong (3) of the Court's preliminary injunction and to fulfill their obligations under the law. Because there is an ongoing dispute over the Defendants' compliance with prong (3) that implicates its staffing levels, including the specialized competencies its staff provides, Plaintiffs respectfully request that this Court preserve the status quo by temporarily enjoining the RIF notices until the Court can ascertain whether Defendants are in compliance with prong (3) of the preliminary injunction or otherwise issues a dispositive ruling in this action.

I. Temporarily suspending the RIFs is within this Court's authority to enforce its injunction

"A court's powers to enforce its own injunction by issuing additional orders is broad, particularly where the enjoined party has not 'fully complied with the court's earlier orders.'" *Nat'l L. Ctr. on Homelessness & Poverty v. U.S. Veterans Admin.*, 98 F. Supp. 2d 25, 26 (D.D.C. 2000) (Lamberth, J.) (quoting *Hutto v. Finney*, 437 U.S. 678, 687 (1978)). The court may also "mold its decree to meet the exigencies of the particular case, and may go beyond earlier orders

to address each element contributing to the violation and insure against the risk of inadequate compliance.” *Gomez v. Trump*, 486 F. Supp. 3d 445, 450 (D.D.C. 2020) (cleaned up). This Court should enforce its injunction by preserving the status quo and temporarily pausing the proposed reductions in force until this Court has finally resolved whether Defendants are in compliance with prong (3) of the preliminary injunction.

There is a substantial question whether Defendants are in compliance with part (3) of this Court’s preliminary injunction. Most recently, this Court found Defendants had “failed to provide the information ordered in the Court’s Order to Show Cause—let alone explain how they are in compliance with the Court’s preliminary injunction.” Order, ECF No. 72 at 2. The Court accordingly permitted Plaintiffs to take expedited discovery in the form of three depositions, which are scheduled to conclude on September 18.

Defendants’ compliance with the injunction is therefore an open, unresolved question. Part of the unresolved inquiry regarding Defendants’ compliance is whether and how Defendants plan to staff Voice of America such that it can fulfill its statutory duties. *See* Order to Show Cause, ECF No. 62 at 11. Defendants have not answered that specific inquiry. *See generally* Order, ECF No. 72. Defendants should not be able to end-run compliance with the preliminary injunction by taking drastic action to reduce its staffing levels before this Court has had an opportunity to resolve the open question of Defendants’ compliance. Permitting Defendants to go forward with their proposed large-scale reduction in force could frustrate this Court’s ability to compel compliance with its order, should the Court ultimately conclude that Defendants are underperforming their obligations.

Another judge in this district took this exact action—pausing RIFs pending the disposition of preliminary-injunction compliance proceedings—where, as here, the D.C. Circuit

had partially stayed the court's preliminary injunction, including the injunction's prohibition on conducting reductions in force, and plaintiffs subsequently filed a successful order to show cause concerning compliance with the unstayed portion of the injunction. *See Nat'l Treasury Emps. Union v. Vought*, 778 F. Supp. 3d 144, 150 (D.D.C. 2025), *appeal dismissed*, No. 25-5091, 2025 WL 1385557 (D.C. Cir. May 12, 2025) (*NTEU I*). In *NTEU I*, the district court held plaintiffs were likely to succeed on their claims that the Consumer Financial Protection Bureau and its Acting Director violated the separation of powers and the APA in taking steps to rapidly dismantle the agency, including by issuing stop-work orders and dispensing with staff *en masse*. *See Nat'l Treasury Emps. Union v. Vought*, 774 F. Supp. 3d 1, 11 (D.D.C. 2025), *vacated and remanded*, No. 25-5091, 2025 WL 2371608 (D.C. Cir. Aug. 15, 2025). The district court entered a nine-part preliminary injunction on March 28, one prong of which barred Defendants from terminating any CFPB employee, except for cause, as well as barring the agency from issuing reduction in force notices to any employee. *Id.* at 85. The D.C. Circuit partially stayed the injunction on April 11, including by staying the prohibition on reduction in force notices. It modified the injunction to allow CFPB to issue "a notice of reduction in force to employees whom defendants have determined, after a particularized assessment, to be unnecessary to the performance of defendants' statutory duties." *Nat'l Treasury Emps. Union v. Vought*, No. 25-5091, 2025 WL 1721068, at *1 (D.C. Cir. Apr. 11, 2025), *modified on clarification*, No. 25-5091, 2025 WL 1721136 (D.C. Cir. Apr. 28, 2025). On April 17, the defendants issued reduction in force notices to more than eighty percent of the agency's workforce. 778 F. Supp. 3d at 147. Plaintiffs filed a motion for an order to show cause regarding the defendants' compliance with the preliminary injunction. And on April 18, the district court suspended the April 17 reduction

in force pending the court's disposition of the question whether defendants had complied with the preliminary injunction. *Id.* at 150.

As in *NTEU I*, this Court has every authority to maintain the status quo while it determines whether Defendants have complied with the active portion of the preliminary injunction, notwithstanding the fact that the D.C. Circuit has stayed part of this court's original preliminary injunction. In fact, as discussed above, the *en banc* court expressly envisioned further proceedings in this Court related to prong (3). Moreover, this Court has already held that absent a preliminary injunction, including the blocking of mass terminations of USAGM employees, Plaintiffs face irreparable harm. *See* Preliminary Injunction Opinion, ECF No. 98 at 31-34.

Defendants' sidelining of the unions only compounds the need for court action. Had Defendants given employees 60 days' notice of their separation, which is the default Office of Personnel Management rule, 5 CFR § 351.801(a)(1), and is required by each of the unions' now-cancelled collective bargaining agreements,¹ the dispute over Defendants' compliance could plausibly have been resolved before the employees' separation dates. Defendants' decision to subvert that timeline has compelled Plaintiffs to ask this Court for emergency relief.

II. There is no jurisdictional barrier to temporarily suspending the RIFs.

Defendants will no doubt argue, as they have throughout this litigation, that this Court lacks jurisdiction to enjoin the federal government's personnel actions because jurisdiction over

¹ Plaintiffs maintain that the cancellation of collective bargaining at USAGM was unlawful and invalid, including but not limited to for the reasons set forth by Judge Friedman in ongoing litigation in this district concerning an executive order issued earlier this year stripping collective bargaining rights from federal employees at other agencies. *See Nat'l Treasury Emps. Union v. Trump*, 780 F. Supp. 3d 237, 262 (D.D.C. 2025) (holding prior executive order stripping federal employees of collective bargaining rights was *ultra vires*), *stayed on other grounds* by 2025 WL 1441563 (D.C. Cir. May 16, 2025).

federal personnel matters lies exclusively with administrative agencies created by the Civil Service Reform Act (CSRA). There are multiple reasons, however, why such an argument would be wrong.

a. The Court would not be permanently reinstating employees or frustrating the agency's personnel decisions. It would merely temporarily pause the RIFs in aid of enforcing its prior order. As noted, the *en banc* D.C. Circuit understood that even if channeling issues were implicated by other parts of the preliminary injunction—a still unresolved question—this Court could take actions related to personnel in service of prong (3) of the preliminary injunction, which has not been appealed. Effectuating prong (3) undeniably requires staffing. But that does not bring these issues, related to compliance with VOA's statutory mandates, within the reach of the CSRA.

b. This Court has already held as a general matter in this case that the CSRA does not pose a jurisdictional barrier. *See* Preliminary Injunction Opinion, ECF No. 98 at 20-22 & n.22. And while the D.C. Circuit stay panel disagreed, a majority of the appellate court clarified that it did not adopt the government's position that the “district court lacks any authority under [prong (3)] to order personnel actions,” and instead left it to this Court to determine “in the first instance” the propriety of doing so. Doc. 2117869 in Case No. 25-5144, at 3.

To extent Defendants argue that the recent decision in *NTEU v. Vought*, --- F. 4th ----, 2025 WL 2371608 (D.C. Cir. Aug. 15, 2025) (*NTEU II*), undermines this Court's holding that the CSRA does not preclude jurisdiction, they would be wrong for several reasons. First, as discussed, a majority of the D.C. Circuit already said this Court should determine for itself the propriety of ordering personnel actions in service of enforcing prong (3) of the preliminary injunction.

Second, this case is not channeled for an additional reason not addressed by *NTEU* and recently adopted by the Fourth Circuit. The President’s firing, without cause, of members of each CSRA administrative agency has collapsed any implication of jurisdiction-stripping that may have been discernible from the statutory scheme. *See Nat’l Ass’n of Immigr. Judges v. Owen*, 139 F.4th 293, 304 (4th Cir. 2025).

The CSRA’s three administrative agencies carry out “an integrated scheme of administrative and judicial review, designed to balance the legitimate interests” of federal employees with “the needs of sound and efficient administration.” *United States v. Fausto*, 484 U.S. 439, 445 (1988). Congress created the agencies as wholly “independent of any control or direction by the President,” S. Rep. No. 95-969, at 24 (1978), and thereby insulated from any appearance of bias that would attend the executive adjudicating its own employment disputes, *id.* at 6-7 (emphasizing need for “a strong and independent [MSPB] and Special Counsel”); *see also id.* at 7-8 (FLRA structure “will assure impartial adjudication of labor-management cases”). It therefore made the MSPB and FLRA members as well as the Special Counsel removable only for “inefficiency, neglect of duty, or malfeasance in office.” 5 U.S.C. §§ 1202(d), 1211(b), 7104(b); *see also* H. Rep. 95-1403 (July 31, 1978) (Congress rejected President’s proposal that FLRA members “serve at the pleasure of the President”). These guarantees of independence and impartiality at the administrative stage are important because judicial review of the agencies’ decisions is deferential. *See* 5 U.S.C.A. § 7703(c). Prejudice from a partial administrative tribunal will not necessarily be rooted out before the Federal Circuit.

But shortly after taking office, President Trump fired members of all three bodies without cause. *See Trump v. Wilcox*, 145 S. Ct. 1415 (2025); *Dellinger v. Bessent*, --- F. Supp. 3d ----, 2025 WL 665041 (D.D.C. 2025); *Grundmann*, 770 F. Supp. 3d at 173. The remaining members,

and those appointed in the future, are on notice that they face removal, at any time, including for impartial rulings that contradict the Administration. A “bedrock principle” of the CSRA—federal employees’ guarantee of an independent adjudicator—is gone. *Owen*, 139 F.4th at 307.

Thunder Basin is a doctrine of jurisdiction-stripping by implication. Each of the decisions finding that the CSRA strips federal-court jurisdiction over claims touching on federal employment have gleaned Congressional intent from an intact CSRA. Now the CSRA’s central promise of unbiased review has been destroyed. Therefore, any implication that Congress intended to channel fundamental challenges to executive overreach—to the extent it ever existed—is gone with it.

c. In addition to the harm to the employee plaintiffs and their unions from these RIFs, multiple plaintiffs who have no relationship to federal employment will also be harmed by the RIFs and their effect on programming. The D.C. Circuit in *NTEU II* was clear that the CSRA channels only claims arising from the plaintiff’s injury stemming from an employment dispute with the federal government. Third-party plaintiffs who “do not seek redress for employment-related injuries,” but nonetheless are harmed by an agency’s failure to perform its statutory functions are not channeled. *NTEU II*, No. 25-5091, 2025 WL 2371608, at *6. RSF and TNG-CWA specifically are listeners harmed by the silence of VOA. Although their injuries are compounded by VOA’s decision to fire the majority of its staff, they do not directly stem from their own loss of federal employment, and therefore *NTEU II* dictates that they are properly in federal district court. Moreover, the RIFs threaten to upend VOA Director Michael Abramowitz’s ability to lead VOA consistent with its statutory mandates. Just as this Court recently preserved the status quo by enjoining Defendants from unlawfully removing

Abramowitz, so too should it preserve his ability to meaningfully lead the agency, a harm disconnected from federal employment.

d. Finally, because Defendants have purported to cancel AFGE and AFSCME's collective bargaining agreements with the Agency, the unions no longer have available to them the option to file a grievance under those CBAs or engage in any related proceedings before the FLRA. The Executive Order purports to exclude USAGM from coverage under Chapter 71 of Title 5 of the U.S. Code altogether. The FLRA has held that it lacks jurisdiction to hear cases when such an exclusion occurs. *U.S. Att'y's Off. S. Dist. of Texas & AFGE Loc. 3966*, 57 FLRA 750 (2002). As such, this Court is the proper forum. *See Fed. Educ. Ass'n v. Trump*, No. CV 25-1362, 2025 WL 2355747, at *5 (D.D.C. Aug. 14, 2025) (finding no channeling where agency has been excluded from Chapter 71); *AFGE Local 446 v. Nicholson*, 475 F.3d 341, 347-48 (D.C. Cir. 2007) (district court had jurisdiction because the challenged action was "expressly outside the FLRA's purview" and the union is "presumptively entitled to judicial review of its claim").

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court temporarily enjoin the reduction in force implemented on August 29, in service of enforcing its prior preliminary injunction order, to preserve the status quo until the open question of Defendants' compliance is resolved.

Dated: September 8, 2025

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/s/

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Foreign Service Association (AFSA); and the
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MEDIA FREEDOM & INFORMATION
ACCESS CLINIC - YALE LAW SCHOOL**

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** The views expressed herein do not purport to
represent the institutional views of Yale Law
School, if any.

UNITED STATES DISTRICT COURT
DISTRICT OF COLUMBIA

PATSY WIDAKUSWARA, JESSICA JERREAT,
KATHRYN NEEPER, JOHN DOES 1-4,
REPORTERS SANS FRONTIÈRES,
REPORTERS WITHOUT BORDERS, INC.,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME), AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES (AFGE),
AMERICAN FOREIGN SERVICE
ASSOCIATION (AFSA), and THE
NEWSGUILD-CWA,

Plaintiffs,

-against-

KARI LAKE, in her official capacity as Senior
Advisor to the Acting CEO of the U.S. Agency for
Global Media; VICTOR MORALES, in his
official capacity as Acting CEO of the U.S.
Agency for Global Media; and U.S. AGENCY
FOR GLOBAL MEDIA,

Defendants.

Case No. 1:25-cv-01015-RCL

DECLARATION OF GEORGINA YEOMANS

I, Georgina Yeomans, declare under penalty of perjury, pursuant to 28 U.S.C. § 1746,
that the following is true and correct:

1. I am an Associate General Counsel at the American Federation of State, County,
and Municipal Employees, AFL-CIO. I am personally familiar with the facts set forth in this
Declaration and, if called, could testify competently thereto.

2. Attached to this declaration as Exhibit A is a letter from USAGM to AFSCME
Local 1418, purporting to cancel the local's collective bargaining agreement with the agency.

3. Attached to this declaration as Exhibit B is a letter from USAGM to AFGE Local 1812, purporting to cancel the local's collective bargaining agreement with the agency.

4. Attached to this declaration as Exhibit C is a sample reduction in force notice.

5. Attached to this declaration as Exhibit D is an excerpt from the collective bargaining agreement between AFSCME Local 1418 and USAGM.

6. Attached to this declaration as Exhibit E is an excerpt from the collective bargaining agreement between AFGE Local 1812 and USAGM.

7. Attached to this declaration as Exhibit F is the Executive Order dated August 28, 2025, entitled "Further Exclusions from the Federal Labor-Management Relations Program."

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed in Washington, D.C. on September 8, 2025.

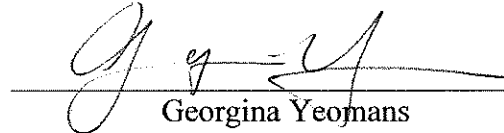

Georgina Yeomans

Exhibit A



U.S. AGENCY FOR
GLOBAL MEDIA

UNITED STATES
BROADCASTING
BOARD OF
GOVERNORS

August 29, 2025

Via Electronic Mail

John Dryden
President, AFSCME Local 1418
[REDACTED]

Re: August 28, 2025 Executive Order Affecting USAGM

Dear Representatives of AFSCME:

This notice serves as formal notification that, pursuant to an Executive Order dated August 28, 2025, "*Further Exclusions from the Federal Labor-Management Relations Program*," the President has determined our Agency has as a primary function intelligence, counterintelligence, investigative, or national security work. As such, the President has determined that Chapter 71 of Title 5, United States Code, cannot be applied to our operations in a manner consistent with national security requirements and considerations.

Effective immediately, collective bargaining rights under Chapter 71 are no longer applicable to your bargaining unit. All collective bargaining activities, including negotiations, grievance procedures, and all labor-management relations, are hereby discontinued. Also effective immediately, the Agency is hereby cancelling the collective bargaining agreement between the Agency and AFSCME. AFSCME no longer has status as the exclusively recognized labor organization for employees of the Agency.

We appreciate your past collaboration and will ensure that all transitions are handled in accordance with applicable law and guidance.

Sincerely,

Goko S. Hoffman

for

Michelle Stewart
Chief

Labor and Employee Relations Division
Office of Human Resources

Exhibit B



U.S. AGENCY FOR
GLOBAL MEDIA

UNITED STATES
BROADCASTING
BOARD OF
GOVERNORS

August 29, 2025

Via Electronic Mail

Paula Hickey
President, AFGE Local 1812

[REDACTED]
[REDACTED]

Re: August 28, 2025 Executive Order Affecting USAGM

Dear Representatives of AFGE:

This notice serves as formal notification that, pursuant to an Executive Order dated August 28, 2025, "*Further Exclusions from the Federal Labor-Management Relations Program*," the President has determined our Agency has as a primary function intelligence, counterintelligence, investigative, or national security work. As such, the President has determined that Chapter 71 of Title 5, United States Code, cannot be applied to our operations in a manner consistent with national security requirements and considerations.

Effective immediately, collective bargaining rights under Chapter 71 are no longer applicable to your bargaining unit. All collective bargaining activities, including negotiations, grievance procedures, and all labor-management relations, are hereby discontinued. Also effective immediately, the Agency is hereby cancelling the collective bargaining agreement between the Agency and AFGE. AFGE no longer has status as the exclusively recognized labor organization for employees of the Agency.

We appreciate your past collaboration and will ensure that all transitions are handled in accordance with applicable law and guidance.

Sincerely,

Goko S. Hoffman

for

Michelle Stewart
Chief

Labor and Employee Relations Division
Office of Human Resources


Exhibit C



330 Independence Avenue SW | Washington, DC 20237 | usagm.gov

INFORMATION MEMORANDUM FOR: [REDACTED]

DATE: August 29, 2025

FROM: Kari Lake, Acting CEO 
U.S. Agency for Global Media (USAGM)

SUBJECT: Specific Notice of Reduction in Force – Separation with Severance Pay

I regret to inform you that your position is being affected by a reduction in force (RIF) action pursuant to the Executive Order entitled *Continuing the Reduction of the Federal Bureaucracy* (March 14, 2025). This RIF is necessary to reshape the entire workforce of the United States Agency for Global Media (USAGM). of the United States Agency for Global Media (USAGM).

This memorandum constitutes a specific notice of RIF. In accordance with RIF procedures in law and regulations, including Title 5, Code of Federal Regulations, Part 351 and the Broadcasting Administrative Manual (BAM) Title V, Section 760, *Separations – Reduction in Force (RIF)*, you are being released from your competitive level based on your standing on the retention register effective September 30, 2025.

RETENTION STANDING

To conduct the RIF, USAGM prepared retention registers which list employees in retention standing order by civil service tenure group and subgroup, veterans' preference, performance ratings, and length of federal service. The following information was used to determine your retention standing as of the RIF effective date:

Competitive Area	Washington, DC
Office	VOICE OF AMERICA
Type of Service	Competitive
Work Schedule	Full Time
Position	[REDACTED]
Competitive Level	[REDACTED]
Tenure Group and Subgroup	[REDACTED]
Veterans' Preference for RIF	[REDACTED]
Performance Rating 1	[REDACTED]
Performance Rating 1 Date	[REDACTED]
Performance Rating 2	[REDACTED]
Performance Rating 2 Date	[REDACTED]
Performance Rating 3	[REDACTED]

Performance Rating 3 Date	
Additional Years of Credit Based on Performance Ratings	
Adjusted RIF Service Computation Date (SCD)	

Please note that the adjusted RIF Service Computation Date (SCD) includes all creditable military and civilian service and is adjusted with additional credit (up to a maximum of 20 years) for the performance ratings.

If you believe any of your above service or credit information is incorrect, please contact the Office of Human Resources (OHR) immediately at HROperations@usagm.gov. You must make contact prior to the effective date of your separation in order for OHR to address any potential service or credit errors.

While processing the RIF with the above-mentioned information for you and other employees, USAGM determined that you would be released from your competitive level and separated from federal service with severance pay. This is because (a) your position is abolished, (b) there are no positions within a lower tenure group or in a lower subgroup within your own tenure group to bump into, and (c) there is not a position for you to retreat within your own tenure group or subgroup that is the same or essentially identical to a position that you previously held on a permanent basis in federal service. In the event that the circumstances of the RIF change, this notice may be withdrawn.

RIF DOCUMENTS

General RIF Documents

Each employee impacted by the RIF has access to documents that outline applicable benefits for which you may be eligible or entitled to as appropriate. You may make an appointment with OHR to obtain paper copies of these documents. You may make an appointment by contacting USAGM Benefits Staff at HRBenefits@usagm.gov or (202) 920-2400. In addition, the below websites provide information about certain relevant external benefits provided by other entities:

- For training benefits under the Workforce Improvement Act of 1998 (WIA), please see www.careeronestop.org.
- For unemployment compensation benefits, please refer to the Department of Labor website at www.dol.gov.
- For general information on transition assistance, please refer to the Office of Personnel Management website at www.opm.gov.

Specific RIF Package Documents

In addition to the general documents outlined above, you are being provided with a RIF

package that outlines benefits specific to you. Because you are being separated through a RIF action, certain employees are eligible for career transition and placement assistance. Specifically, you are eligible for the USAGM's Reemployment Priority List (RPL). You may also be eligible for Career Transition Assistance Program (CTAP) and Interagency Career Transition Assistance Program (ICTAP). Your RIF package includes further information on these programs including an explanation of these programs. You must submit your RPL Program registration form to the agency which is included in this package within 30 days of this notice. Your registration on the RPL will expire two (2) years from the effective date of the RIF. If you have any questions, please contact HROperations@usagm.gov.

You will be eligible for severance pay following your separation. An estimate of your severance pay is included in your RIF package. Severance pay is paid out at the same pay period intervals that salary payments would be made for eligible recipients.

Please be advised that an early resignation or retirement may affect your eligibility for placement assistance and/or your appeal rights. It may also impact your ability to qualify for unemployment compensation and/or training benefits provided under WIA. You are encouraged to contact your state's Department of Labor and Employment or equivalent for any questions regarding unemployment compensation. You are also encouraged to contact the HR Benefits team at HRBenefits@usagm.gov or at (202) 920-2400 to determine how an early resignation may affect your benefits.

ASSISTANCE DURING NOTICE PERIOD

Until the effective date of the RIF, you are entitled to these additional assistance measures.

1. USAGM will establish and maintain a RPL for employees separated under the relevant provisions of the BAM. When USAGM decides to fill vacancies, it will seek to hire first from this list before seeking outside candidates for appropriate positions coming open during or after the RIF. You must return the RPL form included in your RIF package within 30 calendar days from the date of this notice. Your ability to register with RPL expires two (2) years from the date of RIF separation.
2. If you are not currently in an administrative leave status, you may be placed on administrative leave for your remaining regularly scheduled duty time. This time is recommended by USAGM for you to prepare for subsequent employment including, for example, by preparing resumes, obtaining employment counseling, or attending job interviews. If you are outside the Washington D.C. commuting area, a Federal Express box will be sent to your mailing address on file to return all equipment to the agency. If you are located within the Washington, D.C. commuting area, you will receive additional instructions on how to return your GFE. All agency-owned equipment must be returned in order to receive final payment and to finalize your annuity or severance payments. If you are on administrative leave and USAGM requires your return at any time during the next 30 days, the agency will contact you to return from administrative leave.

APPEAL AND GRIEVANCE RIGHTS

U.S. Merit Systems Protection Board (MSPB)

If you believe your retention rights have not been applied correctly or have been violated, you may appeal this action to the MSPB. You may file your appeal with the MSPB at <https://e-appeal.mspb.gov/>. Your appeal must be in writing and may be filed any time after the effective date of the RIF action until no later than 30 calendar days after the effective date of the RIF action. Failure to file an appeal within the time limit may result in dismissal of the appeal as untimely filed. More information on filing appeals is included in your RIF package. You may also access the MSPB website at www.mspb.gov for additional and further detailed information on the appeal process.

Equal Employment Opportunity (EEO)

If you believe this personnel action is based in whole or in part on discrimination on the basis of your race, color, religion, sex (including pregnancy, gender identity, sexual orientation, and sexual harassment), national origin, age, disability status, genetic information, or in reprisal for participating in a protected EEO activity, you may file a complaint with USAGM's Office of Civil Rights (OCR) at ocr@usagm.gov. You must contact OCR no later than 45 calendar days from the effective date of this notice. You may also file with MSPB as noted above and raise discrimination as an affirmative defense. However, you may not proceed through both forums; you must choose one or the other. You also may access the U.S. Equal Employment Opportunity Commission (EEOC) website at www.eeoc.gov for additional and further detailed information on the Federal sector EEO process.

Office of Special Counsel (OSC)

You may also seek corrective action before the U.S. Office of Special Counsel (OSC). Visit the OSC e-filing system web site at www.osc.gov to access the online application. However, if you do so, you will be limited to whether the agency took one or more covered personnel actions against you in retaliation for making protected whistleblowing disclosures. If you choose to file an action with OSC, you will be foregoing your right to otherwise challenge the basis for this personnel action with the MSPB.

CONCLUSION

This action is being taken in accordance with the applicable civil service RIF regulations and USAGM policies and procedures. Included in your RIF package is a copy of the Office of Personnel Management (OPM) retention regulations, 5 C.F.R. Part 351, and the Broadcasting Administrative Manual (BAM) Title V, Section 760, *Separations – Reduction in Force (RIF)*. Further and detailed information about the RIF regulations may also be accessed on OPM [website](#), [Reductions in Force](#). You may make an appointment to review and obtain a copy of the RIF regulations and/or records pertaining to you by contacting HROperations@usagm.gov.

The Employee Assistance Program (EAP) is available free to you and in most cases your

immediate family. EAP counselors are available 24 hours a day, 7 days a week at 1-800-457-9808 or <http://www.foh4you.com/>.

Thank you for your understanding and cooperation with this RIF action. To be clear, this RIF action does not reflect directly on your individual service, performance, or conduct, but is being taken solely for the reasons stated above. On behalf of USAGM leadership and the American people, we are grateful for your service and wish you the best in your future endeavors.

Please see the attached RIF Package documents:

1. Severance Estimate
2. Additional Documents
 - Career Transition Information Sheet, which contains CTAP, ICTAP, and RPL Program Information
 - OPM Retention Regulations
 - MSPB Appeal Information
 - Unemployment Insurance and State Workforce Programs

The following documents in this RIF package must be completed and returned to hroperations@usagm.gov prior to September 30, 2025:

3. Reemployment Priority List Program Registration Form
4. Acknowledge of Receipt

Exhibit D

BBG

BROADCASTING BOARD OF GOVERNORS

AND

AFGE

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 1812

NEGOTIATED
LABOR-MANAGEMENT
AGREEMENT

JUNE 7, 2018

(EFFECTIVE DATE)

ARTICLE 30

REDUCTION IN FORCE AND TRANSFER OF FUNCTION

SECTION 1. GENERAL

- a. This Article applies to Reduction in Force and Transfer of Function procedures pursuant to 5 CFR 351 and other applicable laws and regulations.
- b. Reduction in Force (RIF) means the release of an employee from his or her competitive level by separation, demotion, furlough for more than 30 days, or reassignment of an employee requiring the displacement of another employee when such action is taken due to lack of work or shortage of funds, reorganization, reclassification due to change in duties, or the need to make a place for a person exercising reemployment or restoration rights.
- c. Transfer of Function means the transfer of the performance of a continuing function from one competitive area to one or more other competitive areas, except when the function is virtually identical to functions already being performed in the other competitive area(s); or the movement of the competitive area in which the function is performed to another commuting area.
- d. RIF procedures do not apply to the return of an employee to his or her regular position following a temporary promotion, to the release of a reemployed annuitant, or to reduction in grade due to the application of new classification standards or the correction of a classification error.

SECTION 2. POLICY. It is the Agency's policy to minimize the impact of budget shortfalls on the lives and careers of its employees. The Agency will: inform all employees as fully and as soon as possible of plans or requirements for reduction in force or transfer of function; consider the ideas of the Union to avoid and/or mitigate the impact of a RIF; and provide assistance to employees adversely affected by a RIF.

SECTION 3. ALTERNATIVES TO REDUCTION IN FORCE

- a. Cost Study. Prior to conducting a Reduction in Force, the Agency may conduct a cost study to determine whether instituting a furlough or retraining program for affected employees would be more cost-effective than conducting a RIF. If the Agency decides to conduct a cost study it will so inform the Union. Upon completion, a copy of any such conducted study will be provided to the Union.
- b. Consideration of Alternatives. Prior to effecting a RIF or transfer of function, the Agency will, whenever possible, consider accomplishing the goals otherwise achieved by a RIF through attrition and cost reduction efforts before abolishing positions. The Agency may also consider alternative means of effecting budgetary reductions, including: transferring work from purchase order vendors to bargaining unit employees; furloughs; and job sharing.

SECTION 4. ACTIONS TO REDUCE THE IMPACT OF A RIF. When the need to conduct a RIF is evident (normally when notice is given to the Union), the Agency will make a reasonable effort to take the following actions:

- a. Utilize existing vacancies, consistent with the needs of the service, to place employees adversely affected by the RIF.
 1. Within the affected competitive area, freeze the filling of vacant positions in the Bureau or equivalent organizational element where the RIF is planned until a decision is made as to whether an adversely affected employee can be placed in the position under RIF procedures. If no adversely affected employees can be placed, filling of vacancies may proceed.
 2. If more than one Bureau is affected, the Agency may freeze the filling of vacancies for the entire competitive area. In no case will a RIF in one competitive area require a freeze on filling vacancies in another competitive area.
 3. The Agency will not fill a vacant bargaining unit position within the organizational unit affected by the RIF or transfer of function until it has compared the qualifications of the employees to be displaced against the requirements of the position. The Agency will also consider redesigning a vacant position.
 - b. To the maximum extent consistent with the needs of the service, reassign an employee to as vacant position without regard to OPM's standards and requirements for the position if:
 1. the employee meets any minimum education requirement for the position; and
 2. the Agency determines that the employee has the capacity, adaptability, and special skills needed to perform satisfactorily the duties and responsibilities of the position within 90 calendar days of the date of the specific notice.
- All waivers of qualification must be properly documented; this documentation will be available to the Union.
- c. If the Agency waives qualifications to place an employee into a vacant position, provide the employee with training, which may include either on-the-job or formal training, consistent with Agency resources.
 - d. Freeze performance appraisals for employees affected by the RIF upon the issuance of general RIF notices, or if no general notices are issued upon issuance of specific notices.
 - e. Give employees to whom specific notices have been issued priority consideration in applying for other positions in the bargaining unit at the same grade or with no greater promotion potential in accordance with Article 14, Merit Promotion and Staffing only until the effective date of the RIF.
 - f. Offer retraining to affected employees within the limits of Agency resources, federal training regulations, and the authority of the Agency to waive qualification requirements, and will do so

to the extent that the needs of the service can be met and the employee is capable of acquiring new skills.

g. Consider requesting authority from the Office of Personnel Management to offer early retirement when the minimum eligibility requirements established by regulation are met.

h. Where applicable, provide employees with information concerning early retirement with discontinued service annuity. There will be no coercion to influence an employee's decision to retire.

SECTION 5. NOTIFICATION

a. Preliminary Notification to Union. When it is anticipated that transfer of function out of the competitive area or reduction in force affecting bargaining unit employees will be necessary, AFGE 1812 will be given preliminary notification. Normally, this notification will be at least three months in advance of the anticipated implementation date, unless circumstances dictate otherwise, and will include the following information:

1. The reason for the reduction in force or transfer of function;
2. The approximate number of employees who may be affected initially;
3. The competitive areas and levels that may initially be involved in a reduction in force; and
4. The anticipated effective date of the action.

b. At least 15 calendar days prior to issuing the specific notice to employees of a RIF or transfer of function, the Agency shall, upon request, furnish the Union any relevant and available documents or information concerning the RIF or transfer of function, including a list of all vacant bargaining unit positions in the affected competitive area(s) which the Agency is actively recruiting to fill, identified by grade, pay status, and title.

c. Prior to the issuance of specific notices, the Agency will grant official time to mutually agreed upon Union representatives for the purpose of RIF training. Where possible the Agency will brief such representatives on RIF procedures.

d. General Notices to Employees. The Agency may issue a general notice of a Reduction in Force to an employee when there is reason to believe that a RIF will occur but no determination has been made to take a specific action. If issued, general notices shall not be issued less than 60 calendar days or more than 90 calendar days prior to the effective date of the planned RIF. Such notices shall contain all information required by OPM regulations and this Agreement. General notices shall inform employees:

1. that a RIF may be necessary but that the Agency has determined no specific action in this case;
2. that as soon as the Agency determines what action, if any, will be taken under RIF procedures, specific notices of such action will be issued to affected employees;
3. the date on which the notice will expire unless renewed by supplemental general or specific notice.

Exhibit E

Negotiated Labor-Management Agreement

between the

United States Agency for
Global Media

and the

American Federation of
State, County and Municipal Employees
Local 1418, AFL-CIO

January 2025

ARTICLE 15

REDUCTION-IN-FORCE AND TRANSFER OF FUNCTION

Section 1: General

- a. This Article applies to Reduction in Force and Transfer of Function procedures pursuant to 5 CFR 351 and other applicable laws and regulations.
- b. Reduction in Force (RIF) means the release of an employee from his or her competitive level by separation, demotion, furlough for more than 30 days, or reassignment of an employee requiring the displacement of another employee when such action is taken due to lack of work or shortage of funds, reorganization, reclassification due to change in duties, or the need to make a place for a person exercising reemployment or restoration rights.
- c. Transfer of Function means the transfer of the performance of a continuing function from one competitive area to one or more other competitive areas, except when the function is virtually identical to functions already being performed in the other competitive area(s); or the movement of the competitive area in which the function is performed to another commuting area.
- d. RIF procedures do not apply to the return of an employee to his or her regular position following a temporary promotion, to the release of a reemployed annuitant, or to reduction in grade due to the application of new classification standards or the correction of a classification error.

Section 2: Policy

It is the Agency's policy to minimize the impact of budget shortfalls on the lives and careers of its employees. The Agency will: inform all employees as fully and as soon as possible of plans or requirements for reduction in force or transfer of function; consider the ideas of the Union to avoid and/or mitigate the impact of a RIF; and provide assistance to employees adversely affected by a RIF.

Section 3: Alternatives to Reduction in Force

- a. Cost Study. Prior to conducting a Reduction in Force, the Agency may conduct a cost study to determine whether instituting a furlough or retraining program for affected employees would be more cost-effective than conducting a RIF. If the Agency decides to conduct a cost study it will so inform the Union. Upon completion, a copy of any such conducted study will be provided to the Union.
- b. Consideration of Alternatives. Prior to effecting a RIF or transfer of function, the Agency will, whenever possible, consider accomplishing the goals otherwise achieved by a RIF through attrition and cost reduction efforts before abolishing positions. The Agency may

also consider alternative means of effecting budgetary reductions, including: transferring work from purchase order vendors to bargaining unit employees; furloughs; and job sharing.

Section 4: Actions to Reduce the Impact of a RIF

When the need to conduct a RIF is evident (normally when notice is given to the Union), the Agency will make a reasonable effort to take the following actions:

- a. Utilize existing vacancies, consistent with the needs of the Agency, to place employees adversely affected by the RIF.
 - 1) Within the affected competitive area, freeze the filling of vacant positions in the Bureau or equivalent organizational element where the RIF is planned until a decision is made as to whether an adversely affected employee can be placed in the position under RIF procedures. If no adversely affected employees can be placed, filling of vacancies may proceed.
 - 2) If more than one Bureau is affected, the Agency may freeze the filling of vacancies for the entire competitive area. In no case will a RIF in one competitive area require a freeze on filling vacancies in another competitive area.
 - 3) The Agency will not fill a vacant bargaining unit position within the organizational unit affected by the RIF or transfer of function until it has compared the qualifications of the employees to be displaced against the requirements of the position.
- b. To the maximum extent consistent with the needs of the service, reassign an employee to as vacant position without regard to OPM's standards and requirements for the position if:
 - 1) the employee meets any minimum education requirement for the position; and
 - 2) the Agency determines that the employee has the capacity, adaptability, and special skills needed to perform satisfactorily the duties and responsibilities of the position within 90 calendar days of the date of the specific notice. All waivers of qualification must be properly documented; this documentation will be available to the Union.
- c. If the Agency waives qualifications to place an employee into a vacant position, provide the employee with training, which may include either on-the-job or formal training, consistent with Agency resources.
- d. Freeze performance appraisals for employees affected by the RIF upon the issuance of general RIF notices, or if no general notices are issued upon issuance of specific notices.
- e. Give employees to whom specific notices have been issued priority consideration in applying for other positions in the bargaining unit at the same grade or with no greater promotion potential until the effective date of the RIF.

- f. Offer retraining to affected employees within the limits of Agency resources, federal training regulations, and the authority of the Agency to waive qualification requirements, and will do so to the extent that the needs of the service can be met and the employee is capable of acquiring new skills.
- g. Consider requesting authority from the Office of Personnel Management to offer early retirement when the minimum eligibility requirements established by regulation are met.
- h. Where applicable, provide employees with information concerning early retirement with discontinued service annuity. There will be no coercion to influence an employee's decision to retire.

Section 5: Notification

- a. Preliminary Notification to Union. When it is anticipated that transfer of function out of the competitive area or reduction in force affecting bargaining unit employees will be necessary, the Union will be given preliminary notification. Normally, this notification will be at least three months in advance of the anticipated implementation date, unless circumstances dictate otherwise, and will include the following information:
 - 1) The reason for the reduction in force or transfer of function;
 - 2) The approximate number of employees who may be affected initially;
 - 3) The competitive areas and levels that may initially be involved in a reduction in force; and
 - 4) The anticipated effective date of the action.
- b. At least 15 calendar days prior to issuing the specific notice to employees of a RIF or transfer of function, the Agency shall, upon request, furnish the Union any relevant and available documents or information concerning the RIF or transfer of function, including a list of all vacant bargaining unit positions in the affected competitive area(s) which the Agency is actively recruiting to fill, identified by grade, pay status, and title.
- c. Prior to the issuance of specific notices, the Agency will grant official time to mutually agreed upon Union representatives for the purpose of RIF training. Where possible the Agency will brief such representatives on RIF procedures.
- d. General Notices to Employees. The Agency may issue a general notice of a Reduction in Force to an employee when there is reason to believe that a RIF will occur but no determination has been made to take a specific action. If issued, general notices shall not be issued less than 60 calendar days or more than 90 calendar days prior to the effective date of the planned RIF. Such notices shall contain all information required by OPM regulations and this Agreement. General notices shall inform employees:

- 1) that a RIF may be necessary but that the Agency has determined no specific action in this case;
 - 2) that as soon as the Agency determines what action, if any, will be taken under RIF procedures, specific notices of such action will be issued to affected employees;
 - 3) the date on which the notice will expire unless renewed by supplemental general or specific notice.
- e. Specific Notice to Employees. The Agency shall provide a specific written notice to each employee affected by a reduction in force or transfer of function at least 60 calendar days prior to the effective date. This notice shall state:
- 1) the specific RIF action to be taken;
 - 2) the effective date of the action;
 - 3) the employee's competitive area, competitive level, subgroup and service computation;
 - 4) where the employee may inspect the regulations and records pertinent to his or her case;
 - 5) the reasons for retaining a lower-standing employee in the same competitive level because of a continuing exception, or for retaining a lower-standing employee in the same competitive level for more than 30 calendar days because of a temporary or continuing exception;
 - 6) information on grade and pay retention;
 - 7) the employee's Grievance and/or appeal rights; and
 - 8) reemployment rights.

The notice period begins the day after the employee receives the notice.

Section 6: Offer of Position

- a. When possible, an offer of a reasonable change of position and the effective date of the change will be included in the notice to the employee. Every effort will be made to reassign an affected employee to the best position for which he or she qualifies. If the position offered is at a lower grade than that of the employee, the notice will advise the employee of his or her entitlement to grade and pay retention. If the position offered is outside the competitive area, the notice will advise the employee of his or her entitlement to a reasonable amount of official time for relocation.

Exhibit F

The WHITE HOUSE

PRESIDENTIAL ACTIONS

FURTHER EXCLUSIONS FROM THE FEDERAL
LABOR-MANAGEMENT RELATIONS PROGRAM

Executive Orders

August 28, 2025

By the authority vested in me as President by the Constitution and the laws of the United States of America, including section 7103(b)(1) of title 5, United States Code, to enhance the national security of the United States, it is hereby ordered:

Section 1. Determinations. The agencies and agency subdivisions set forth in section 2 of this order are hereby determined to have as a primary function intelligence, counterintelligence, investigative, or national security work. It is also hereby determined that Chapter 71 of title 5, United States Code, cannot be applied to these agencies and agency subdivisions in a manner consistent with national security requirements and considerations.

Sec. 2. National Security Exclusions. Executive Order 12171 of November 19, 1979, as amended, is further amended by:

(a) In section 1-408, adding at the end:

“(e) Units in the Bureau of Reclamation with primary responsibility for operating, managing, or maintaining hydropower facilities.”;

(b) Revising section 1-411 to read:

“1-411. Agencies or subdivisions of the Department of Commerce:

(a) The International Trade Administration.

(b) Office of the Commissioner for Patents and subordinate units, Patent and Trademark Office.

(c) The following subdivisions of the National Oceanic and Atmospheric Administration:

(1) National Environmental Satellite, Data, and Information Service.

(2) National Weather Service.”; and

(c) Adding the following after section 1-419:

“1-420. The National Aeronautics and Space Administration.

1-421. The United States Agency for Global Media.”.

Sec. 3. Extension of Deadline. Any order published by the Secretaries of Defense and Veterans Affairs pursuant to section 4 of Executive Order 14251 of March 27, 2025 (Exclusions from Federal Labor-Management Relations Programs), shall have full force and effect if it is issued prior to the date that is 15 days from the date of this order, notwithstanding section 4(b)(ii) of Executive Order 14251.

Sec. 4. Severability. If any provision of this order, or the application of any provision to any person or circumstance, is held to be invalid, the remainder of this order and the application of its provisions to any other persons or circumstances shall not be affected thereby.

Sec. 5. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

DONALD J. TRUMP

THE WHITE HOUSE,

August 28, 2025.